



## *Florida Department of Transportation*

**CHARLIE CRIST**  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

**STEPHANIE KOPELOUSOS**  
SECRETARY

### **MEMORANDUM**

**DATE:** September 16, 2010

**TO:** Brian Blanchard, Chief Engineer

**FROM:** Bruce Dana, Interim Director, Office of Design  
David Sadler, Director, Office of Construction

**COPIES:** Rudy Powell, State Specifications Engineer

**SUBJECT:** Mandatory Specification Revision No. 1

I approve the implementation plan for the above Subject let effective with the January 2011 Letting.

Bruce Dana

signature on file  
Interim Director, Office of Design

9/21/10  
Date

David Sadler

signature on file  
Director, Office of Construction

9/21/10  
Date



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STEPHANIE KOPELOUSOS  
SECRETARY

### **MEMORANDUM**

**DATE:** September 16, 2010

**TO:** District Specifications Engineers and Central Office Staff

**FROM:** Rudy Powell, P.E., State Specifications Engineer

**SUBJECT:** MANDATORY SPECIFICATIONS REVISIONS  
January 2011 Workbook: Mandatory Revision No. 1

The following specification revisions must be made to projects with the referenced letting date as noted:

Specification Number	Heading	Revision Date	Effective Letting Date	Remarks
SS0090200	Measurement and Payment	9-16-10	1-11	New SS. Usage note: All Jobs.
SS0090201	Measurement and Payment	6-22-10	1-11	Spec is deleted and replaced with new SS.
SP0090103LS	Measurement and Payment	9-9-10	1-11	New SP. Usage note: Lump Sum Projects. Do not use with SP0090103SLLS.
SP0090103LS	Measurement and Payment	2-18-10	1-11	Spec is deleted and replaced with new SP.
SP0090103SLLS	Measurement and Payment	9-9-10	1-11	New SP. Usage note: Streamline Lump Sum Projects less than \$2,000,000 and less than 2,000 tons of asphalt. Do not use with SP0090103LS.
SP0090103SLLS	Measurement and Payment	6-8-10	1-11	Spec is deleted and replaced with new SP.

These changes are needed in order for the Special Provisions for Lump Sum or Streamline Lump Sum Projects to mesh with the Supplemental Specification for Section 9.

- SS0090200
  - Change usage note to “All Jobs.”
  - Include all of Article 9-2 because the Special Provisions, SP0090103LS and SP0090103SLLS, will replace the entire Article.
- SP0090103LS
  - Change lead-in sentence for Article 9-2 to reference the Supplemental Specifications (i.e. SS0090200).
- SP0090103SLLS
  - Change the lead-in sentence for Article 9-2 and Subarticle 9-8.1 to reference the Supplemental Specifications (i.e. SS0090200).
  - Include paragraph (h) in Subarticle 9-8.1.

**009 MEASUREMENT AND PAYMENT**(REV ~~6-22-10~~~~9-16-10~~) (FA 7-29-10) (1-11)SUBARTICLE ~~9-2.1.1~~ (Pages 96 and ~~97~~~~98~~) is deleted and the following substituted:***9-2 Scope of Payments.***

***9-2.1 Items Included in Payment:*** *Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of Division I.*

*For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.*

**9-2.1.1 Fuels:** The Department will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by the Department as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the Department's standard fuel factor for that pay item by the quantity of that pay item. On Contracts with an original Contract Time in excess of 120 calendar days, the Department will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the Department. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the Construction Office website before the 15th of each month, at the following URL:

[www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.shtm](http://www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.shtm) .

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors are on a file maintained by the Department.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 0.95 P_b)$  during a period of decreasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

~~Excluding Lump Sum.~~

Pi = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$  during a period of increasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

~~SUBARTICLE 9-2.1.2 (Pages 97—98) is deleted and the following substituted:~~

**9-2.1.2 Bituminous Material:** Prepare a Contractor's Certification of Quantities, using the Department's current approved form for Superpave Asphalt Base, Turnout Construction (Asphalt), Asphalt Treated Permeable Base, Superpave Asphaltic Concrete, Miscellaneous Asphalt Pavement and Asphalt Rubber Membrane Interlayer pay items. Submit this certification to the Engineer no later than Twelve O'clock noon Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of asphalt produced and accepted on the roadway per Contract. Ensure the certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents and the tons produced for each asphalt pay item.

On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL:

[www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.shtm](http://www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.shtm) .

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons})$$

Where  $ID = \text{Index Difference} = [CAPI - 0.95(BAPI)]$  when the API has decreased between the month of bid and month of this progress estimate.

Where  $ID = \text{Index Difference} = [CAPI - 1.05(BAPI)]$  when the API has increased between the month of bid and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd<sup>2</sup> per inch.

For Asphalt concrete items payable by the cubic yard, the number of gallons will be determined assuming a mix design with 3% liquid asphalt weighing 8.58 lb/gal.

***9-2.2 Non-Duplication of Payment:** In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, the Department will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.*

SUBARTICLE 9-8.1 (Pages 104 -105) is deleted and the following substituted:

**9-8.1 Acceptance and Final Payment Documents:** Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance (as provided in 5-10 and 5-11), and subject to the terms of 8-11, the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The Department will pay the estimate, less any sums that the Department may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, along with all executed supplemental agreements received after final acceptance.

If the Contractor fails to furnish all required Contract Documents as listed in (a) through (h) below within 90 days of the Department's offer of final payment or request for refund of overpayment, the Department may suspend the Contractor's Certificate of Qualification under the provisions of Florida Administrative Code 14-22.

(a) The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the Department, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, has through the use of the Qualified Acceptance Letter, accepted the balance due or refunded the overpayment, as determined by the Department, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the Department. To receive payment based on a Qualified Acceptance Letter, define in writing the dispute or pending claim with full particular of all items of all issues in dispute, including itemized amounts claimed for all particulars of all items, and submit it as part of the Qualified Acceptance Letter. The Contractor further agrees, by submitting a Qualified Acceptance Letter that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original Qualified Acceptance Letter, and that he will commence with any such arbitration claim or suit within 820 calendar days from and after the

time of final acceptance of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.

(b) The Contractor has properly maintained the project, as specified hereinbefore.

(c) The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

(d) The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

(e) The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

(f) The Contractor has furnished all required mill tests and analysis reports to the Engineer.

(g) The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Engineer with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate. Certification must be on a form provided by the Engineer.

(h) The Contractor has furnished and the Department has accepted the as-built drawings and certified survey in accordance with the requirements of Section 104, 555, 556, 557 and 611.

## MEASUREMENT AND PAYMENT.

(REV ~~2-18-10~~~~9-9-10~~) (~~FA 3-3-10~~)-(1-11)

SUBARTICLE 9-1.3 (Page 95) is deleted and the following substituted:

**9-1.3 Determination of Pay Reduction:** In measurement of areas of work, where pay reductions are to be assessed, the Engineer will use the lengths and/or widths in the calculations based upon station to station dimensions in the Contract Documents, the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the final surface of the completed work within the neat lines shown in the Contract Documents or designated by the Engineer. The Engineer will use the method or combination of methods of measurement which will reflect with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

Failure on the part of the Contractor to construct any item of work to plan or authorized dimensions within the specification tolerances will result in: reconstruction to acceptable tolerances at no additional cost to the Department; acceptance at no pay; or, acceptance at reduced pay, all at the discretion of the Engineer.

ARTICLE 9-2 (~~Pages 96-98 of the Supplemental Specifications~~) is deleted and the following substituted:

### 9-2 Scope of Payments.

**9-2.1 Items Included in Payment:** Accept the compensation as provided in the Contract Documents as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of Division I.

The Contract Lump Sum Price will include overhead, profits, and direct and indirect costs required to complete the project except as described below.

**9-2.1.1 Fuels:** On Contracts with an original Contract Time in excess of 120 calendar days, the Department will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%.

The Contractor will certify the number of gallons of fuel (gasoline and/or diesel) used on this Contract during the period represented by each invoice.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish fuel to projects in the State of Florida.

The API will be available on the State Construction Office website before the 15<sup>th</sup> of each month at the following URL:  
[www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.shtm](http://www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.shtm) .

Price adjustments will not be made for Items of work added by contingency supplemental agreement, supplemental agreement, field supplemental agreement, or work orders.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for fuel in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{gallons})$$

Where ID = Index Difference =  $[\text{CAPI} - 0.95(\text{BAPI})]$  when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference =  $[\text{CAPI} - 1.05(\text{BAPI})]$  when the API has increased between the month of bid and month of this progress estimate.

Gallons will be derived only from the established Standard Fuel Factor list posted on the State Construction Office website at the following URL:  
[www.dot.state.fl.us/construction/fuel&Bit/LSfuelfactors.shtm](http://www.dot.state.fl.us/construction/fuel&Bit/LSfuelfactors.shtm) .

The Department will provide a computer application that will calculate and print the gallons of gasoline and/or diesel for the items that these factors represent. The Contractor will attach this worksheet and record these gallons on the Certified Invoice as required in 9-11.4.

Payment will be based on the quantities shown on the Contractor's Invoice on all items for which established standard fuel factors are posted on the State Construction Office website at the following URL:

[www.dot.state.fl.us/construction/fuel&Bit/LSfuelfactors.shtm](http://www.dot.state.fl.us/construction/fuel&Bit/LSfuelfactors.shtm) .

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

**9-2.1.2 Bituminous Material:** On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the State Construction Office website before the 15<sup>th</sup> of each month at the following URL:

[www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.shtm](http://www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.shtm) .

The Department will provide a computer application that will calculate and print the number of gallons of bituminous material for the items that these factors represent. The Contractor will attach this worksheet and record these gallons on the Certified Invoice as required in 9-11.4.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid and month of this progress estimate.

For all asphalt concrete, the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

**9-2.2 General Basis of Adjusted Pay:**

**9-2.2.1 Deficiencies:** When a deficiency occurs that results in the acceptance of a material at a reduced payment level as defined in these Specifications, the Engineer will apply a reduction in payment for the material in question based on the unit prices shown in Table 9-1.

**Table 9-1**

Item Description	Unit	Unit Prices

**9-2.2.2 Asphalt Design Thickness/Spread Rate:** The average spread rate per subplot will be used to determine if the amount of asphalt placed on the project meets the minimum requirements specified in the Contract Documents. Before placing asphalt mix, propose a target spread rate for each layer, which when combined with other layers, will meet the design thickness or spread rate specified in the Contract Documents. The weight of the mixture will be determined as provided in 320-2 (including the provisions for automatic recordation system).

On projects specifying a thickness in the Contract Documents for asphalt, the conversion of design thickness to target spread rate will be established by multiplying the maximum specific gravity of the asphalt mix (as indicated on the verified mix design) by 43.3 lbs/sy for every inch of asphalt.

On projects specifying a total spread rate of mix in the Contract Documents for asphalt, calculate the average spread rate per subplot (as defined in Section 334) by the following formula:

$$\text{Average spread rate per subplot} = \frac{\text{Total weight of asphalt mix (lbs)}}{\text{for the subplot/area covered by that subplot (sy)}}$$

During construction, monitor the mix spread rate of each subplot at frequent intervals in accordance with 330-2.2 in order to meet the target spread rate for each subplot. Document the actual spread rate of each subplot on the Roadway QC Form.

The Engineer will determine if the material of the roadway pavement is acceptable to remain in place at full pay, remain in place at reduced pay or corrected at no cost to the Department. Final disposition of the finished roadway pavement will be based upon the comparison between the design spread rate specified in the Contract Documents and the combined value of the average spread rate of each subplot at the same area (including FC-6, but excluding FC-5). The acceptable tolerance of the combined spread rate evaluation of the roadway pavement is  $\pm 5\%$ .

Reductions in pay will be determined per subplot by applying a proportional reduction in payment for the material in question, based on a ratio of the average spread rate for the subplot to the design spread rate, which will then be applied using the unit price(s) as shown in Table 9-1. Any quantity over the designed spread rate specified in the Contract Documents shall not be paid.

**9-2.2.3 Asphalt Overbuild:** Where overbuild is called for in the plans for the correction of cross-slope, the Engineer will make an adjustment in payment should the quantity of material placed be less than the specified spread rate. In addition, should the material placed exceed the specified spread rate with no negative effect to the correction of cross-slope, an upward adjustment will be made representing the additional material placed. The upward adjustment in payment is limited to 5% of the original material required for overbuild. Adjustments in pay will be determined for the entire project by applying a proportional adjustment in payment for the material in question, based on a ratio of the average spread rate to the design spread rate, which will then be applied using the unit prices as shown in Table 9-2.

Table 9-2

Item Description	Unit	Unit Prices

An average spread rate, per calculations as specified in 9-2.2, will be used to determine verification of the required amount of asphalt for the project.

**9-2.2.4 Foundations:** Adjustment in the lump sum payment will be made for actual quantities installed of Piling and Drilled Shafts, as additions or deletions for the total project quantity determined from the pile/drilled shaft elevations shown in the Contract Documents.

The Engineer will base all adjustments in payment on the unit prices as shown in Table 9-3.

Table 9-3

Item Description	Unit	Unit Prices

Payment listed above for Piling and Drilled Shafts includes all work required to install the foundation element to the required capacity/depth.

**9-2.2.5 Quality:** Where an adjustment of payment for quality is called for in the Contract Documents, the Engineer will make such adjustments for the corresponding quantity of material based on the unit prices shown in Table 9-4.

Table 9-4

Item Description	Unit	Unit Prices

**9-2.2.6 Adjustment to the Lump Sum Payment for Deleted Items of Work:**

When items such as pipe culverts, inlets, manholes, mitered end sections, etc. are shown in the Contract Documents to be constructed or installed and due to actual field conditions, it is determined by the Engineer that the item is not needed, then a negative adjustment will be made based on the invoice price for the actual cost of the item and the Contractor will retain ownership. This adjustment will not exceed \$5,000.00. Should the amount of the adjustment exceed \$5,000.00, it will be considered a significant change and an adjustment will be processed in accordance with 4-3.2.

ARTICLE 9-3 (Pages 98-100) is deleted.

SUBARTICLE 9-5.5.2 (Page 102) is deleted and the following substituted:

**9-5.5.2 Partial Payment Amounts:** The following partial payment restrictions apply:

(1) Partial payments less than \$5,000 for any one month will not be processed.

(2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

ARTICLE 9-9 (Page 106) is expanded as follows:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices that have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.

SECTION 9 (Pages 95-106) is expanded by the following new Article:

**9-11 Submittals.**

**9-11.1 Submittal Instructions:** The Contractor will prepare a progress invoice for each project in the Contract. Submit the progress invoice to the Engineer. The Engineer will not pay for any item of work until the progress invoice is approved.

**9-11.2 Contractor's Invoice:** The Contractor must make a request for payment by submitting an invoice, no later than 12 O'clock noon, Monday, after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. The Contractor's invoice must consist of the following:

(a) Contract Number, Financial Project Identification Number, Invoice Number, Invoice Date and the period that the invoice represents.

(b) The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously made and less an amount previously retained or withheld.

(c) Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.

(d) Certify the number of gallons of gasoline used during the invoice period.

(e) Certify the number of gallons of diesel used during the invoice period.

(f) Certify the number of gallons of bituminous material used during the invoice period.

(g) Certify weight of steel for indexed items.

**9-11.3 Payment to the Contractor:** Upon receipt of the progress invoice and approval by the Engineer, payment will be made, less an amount retained or withheld per provisions included in the Contract. The monthly payments will be approximate only and will be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor and to correction in the subsequent estimates and the final estimate and payment.

**MEASUREMENT AND PAYMENT.**  
 (REV ~~6-8-10~~~~9-9-10~~) (~~FA 7-29-10~~)-(1-11)

SUBARTICLE 9-1.3 (Page 95) is deleted and the following substituted:

**9-1.3 Determination of Pay Reduction :** In measurement of areas of work, where pay reductions are to be assessed, the Engineer will use the lengths and widths in the calculations based upon station to station dimensions in the Contract Documents, the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the final surface of the completed work within the neat lines shown in the Contract Documents or designated by the Engineer. The Engineer will use the method or combination of methods of measurement which will reflect with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

Failure on the part of the Contractor to construct any item of work in compliance with the contract requirements; or to plan or authorized dimensions within the specification tolerances will result in: reconstruction to acceptable tolerances at no additional cost to the Department; or acceptance at no pay at the discretion of the Engineer.

ARTICLE 9-2 (~~Pages 96-98~~ *of the Supplemental Specifications*) is deleted and the following substituted:

**9-2 Scope of Payments.**

**9-2.1 Items Included in Payment:** Accept the compensation as provided in the Contract Documents as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of Division I.

The Contract Lump Sum Price will include overhead, profits, and direct and indirect costs required to complete the project except as described below.

**9-2.2 General Basis of Adjusted Pay:**

**9-2.2.1 Asphalt Overbuild:** Adjustment in the lump sum payment will be made for actual quantities installed of asphalt overbuild, as additions or deletions, based on the quantity shown in the Contract Documents. The upward tonnage adjustment will not exceed 5 % of the asphalt overbuild quantity shown in the Contract Documents.

The Engineer will base all adjustments in payment on the unit prices as shown in Table 9-2.

Table 9-2

Item Description	Unit	Unit Price

Streamline Lump Sum Projects less than \$2,000,000 and less than 2,000 tons of asphalt.  
Do not use with SP0090103LS.

**9-2.2.2 Foundations:** Adjustment in the lump sum payment will be made for actual quantities installed of Piling and Drilled Shafts, as additions or deletions for the total project quantity determined from the pile/drilled shaft elevations shown in the Contract Documents.

The Engineer will base all adjustments in payment on the unit prices as shown in Table 9-3.

Table 9-3

Item Description	Unit	Unit Price

Payment listed above for Piling and Drilled Shafts includes all work required to install the foundation element to the required capacity/depth.

**9-2.2.3 Adjustment to the Lump Sum Payment for Deleted Items of Work:** When items such as pipe culverts, inlets, manholes, mitered end sections, etc. are shown in the Contract Documents to be constructed or installed and due to actual field conditions, it is determined by the Engineer that the item is not needed, then a negative adjustment will be made based on the invoice price for the actual cost of the item and the Contractor will retain ownership. This adjustment will not exceed \$5,000.00. Should the amount of the adjustment exceed \$5,000.00, it will be considered a significant change and an adjustment will be processed in accordance with 4-3.2.

ARTICLE 9-3 (Pages 98-100) is deleted.

SUBARTICLE 9-5.1 (Pages 100 and 101) is deleted and the following substituted:

**9-5.1 General:** The Engineer will make partial payments based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Department will base the amount of such payments on certified monthly invoices submitted by the Contractor for progress payments each month, less any retainage withheld. The Contractor must make a request for payment no later than 12 O'clock noon, Monday, after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. The invoice shall include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date, and the time period that the invoice represents.

Retainage will not be withheld until the percent of allowable Contract time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of allowable Contract time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Streamline Lump Sum Projects less than \$2,000,000 and less than 2,000 tons of asphalt.

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Contract time is defined as the original Contract time adjusted by approved Contract time extensions.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final invoice.

SUBARTICLE 9-8.1 (~~Pages 104—105~~ *of the Supplemental Specifications*) is deleted and the following substituted:

**9-8.1 Acceptance and Final Payment Documents:** Upon final inspection and final acceptance of the Contract as provided in 5-10 and 5-11, and subject to the terms of 8-11, the Contractor shall submit a final invoice for work completed and accepted by the Department. The Department will pay the invoice, less any sums that the Department may have deducted or retained under the provisions of the Contract, provided the Contractor has met the requirements below.

(a) The Contractor has provided the Acceptance Letter.

(b) The Contractor has properly maintained the project, as specified hereinbefore.

(c) The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

(d) The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

(e) The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

(f) The Contractor has furnished all required mill tests and analysis reports to the Engineer.

(g) The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Engineer with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate.

*(h) The Contractor has furnished and the Department has accepted the as-built drawings and certified survey in accordance with the requirements of Section 104, 555, 556, 557 and 611.*

ARTICLE 9-9 (Page 106) is expanded as follows:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise.

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An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices that have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.